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7 UNITED STATES DISTRICT COURT  
8 WESTERN DISTRICT OF WASHINGTON  
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10 PARTNERS, A TASTEFUL CHOICE  
11 COMPANY, a Washington corporation,  
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13 Plaintiff,

14 v.  
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16 SHAW BAKERS, LLC, a California limited  
17 liability company,  
18

Defendant.

NO. 2:23-cv-1905

COMPLAINT FOR INJUNCTIVE RELIEF

19 This is an action for injunctive relief under 18 U.S.C. § 1836 to bar defendant Shaw  
20 Bakers from making any use, directly or indirectly, of trade secrets it improperly obtained from  
21 plaintiff Partners.

22 **I. PARTIES, JURISDICTION AND VENUE**

23 1. Plaintiff Partners, a Tasteful Choice Company, is a Washington corporation.  
24 2. Defendant Shaw Bakers, LLC is a California limited liability company.  
25 3. Venue is proper because the acts complained of occurred in this district.  
26 4. Jurisdiction is proper under 18 U.S.C. § 1836(c).

27 **II. BACKGROUND**

28 5. Partners makes and distributes high quality crackers, cookies and other baked  
29 goods. One of its products is Brazilian Cheese Bread, which it sells in interstate commerce to  
30 Trader Joe's. Partners uses a unique production process to make the product which is not

1 publicly known or available. Over the past several years, Partners has sold millions of dollars of  
2 this product to Trader Joe's.

3 6. Defendant Shaw Bakers manufactures and distributes fresh and frozen breads.  
4 Shaw has repeatedly expressed a desire and intent to be the supplier of Brazilian Cheese Bread to  
5 Trader Joe's.

6 7. Shaw has a sister company, Isernios. They share a common majority owner.  
7 Greg Arend was an employee of Isernios. Pursuant to a contract between Isernios and Partners,  
8 Arend was working as a consultant for Partners.

9 8. While working as a consultant for Partners, Mr. Arend surreptitiously videotaped  
10 Partners' production process for Brazilian Cheese Bread and sent the video to Shaw. In a recent  
11 deposition in a different case, Mr. Arend told various lies about his actions. For example, he said  
12 he made the videotape to help him understand the "cost accounting" associated with production  
13 of the Brazilian Cheese Bread, and it showed him "how many people are on the line." He could  
14 not explain why he needed the video given that he could see and count the number of people.  
15 Mr. Arend also lied when he said that Partners knew he was making the video and sending it to  
16 Shaw. In fact, he had repeatedly been told that Partners had a strict policy against videotaping in  
17 its facility because it could reveal proprietary processes. More generally, he had been repeatedly  
18 warned about sharing confidential information outside the company.

19 9. The President of Shaw, Nicolas Bernardi, was similarly evasive in his deposition  
20 about the videotape in the other case. He said that "maybe" he asked Mr. Arend for a video "to  
21 see how the product was going." He added "I do not recall, but it would be possible, yes."

22 10. The video was part of a broader pattern of surreptitious communications between  
23 Arend and Bernardi. In fact, hoping to avoid detection, they discussed and agreed that they  
24 should not use Arend's Partners' email account for their communications.

25 11. These communications, and the videos, were part of a process by which Shaw  
26 wanted to obtain the Trader Joe's Brazilian Cheese Bread contract for itself—an effort that is, on

1 information and belief, currently ongoing.

2 **III. CAUSE OF ACTION: MISAPPROPRIATION OF TRADE SECRETS-U.S.C. § 1836**

3 12. By obtaining the video and other information concerning the Brazilian Cheese  
4 Bread product through the manner described above, Shaw acquired confidential information  
5 about the unique production process for Brazilian Cheese Bread which it knew or had reason to  
6 know was acquired by improper means, as evidenced by the intentionally surreptitious  
7 communications with Arend. The information acquired had independent economic value from  
8 not being generally known to, and not being readily ascertainable by proper means, and was the  
9 subject of reasonable efforts to maintain secrecy. Arend was repeatedly told orally and in  
10 writing not to share confidential information. Partners is entitled to injunctive relief barring  
11 Shaw from making any use, directly or indirectly, of any confidential Partner's information for  
12 any purpose.

13 **IV. PRAYER FOR RELIEF**

14 Defendant prays for relief as follows:

15 A. For an injunction barring Shaw from using, directly or indirectly, information  
16 provided to it by Mr. Arend;  
17 B. An award of Partners' costs and attorneys' fees; and  
18 C. For such other relief as the Court deems just and proper.

19 DATED this 12th day of December, 2023.

20 BYRNES KELLER CROMWELL LLP

21 By /s/ Paul R. Taylor

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